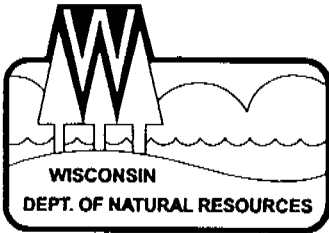


File



State of Wisconsin \ DEPARTMENT OF NATURAL RESOURCES

Tommy G. Thompson, Governor
George E. Meyer, Secretary

Appleton Field Station
Agricultural Services Center
3369 W. Brewster Street
Appleton, Wisconsin 54914-1602
Telephone 920-832-1803
FAX 920-832-1800

September 14, 1999

Mr. Jack Hintz and Mr. Dick Jenneman
Jack & Dick's Service Center
1818 N. Locust Street
Appleton, WI 54914

Subject: Case Closure with a Groundwater Use Restriction, Jack & Dick's Service, 1818N.
Locust Street, Appleton, Wisconsin, WDNR BRRS ID# 03-45-001236

Dear Messrs. Hintz and Jenneman:

On March 9 1999, the above-named site was reviewed by the Northeast Region Closure Committee for a determination as to whether or not the case qualified for closeout under ch. NR 726, Wis. Adm. Code. The committee agreed that this case could be closed pending the filing of a groundwater use restriction with the deed running with the property.

We have received a copy of the completed groundwater use restriction for this site and proof of filing with the Outagamie County Register of Deeds. We have also received documentation of the abandonment of all site monitoring points. Based on the investigative and remedial documentation provided to the Department and the filing of the groundwater use restriction, it appears that the petroleum contamination at the above-named site has been remediated to the extent practicable under current site conditions. Therefore, closure of this site has been granted and no further action is necessary at this time. In the future, this deed restriction may be amended with approval from the Department if conditions change at the site and the residual contamination has been remediated.

If you have any additional relevant information which was not formerly provided to the Department, you should submit this information to the Department for evaluation. If you have any questions regarding this determination, please contact me at (920) 832-1803.

Sincerely,

Jennifer Huffman, P.G.
Hydrogeologist
Remediation and Redevelopment Program

cc: Scott Hodgson – Miller Engineers, 1119 W. Kennedy Avenue, Suite A, Kimberly, WI
54136

5/55 BP222 (A)
8/44 AP187 (H)
1335104
Document Number

GROUNDWATER USE RESTRICTION

Declaration of Restrictions

Legal Description of the Property: In re:

The south 85 feet of the West 241.6 feet of Lot Two (2), Block One (1), ACHESON PLAT, and the north 40 feet, front and rear, of Lot Two (2), Block Nine (9), HALL-HEENAN PLAT, City of Appleton, Outagamie County, Wisconsin.

OUTAGAMIE COUNTY
RECEIVED FOR RECORD

JUL 20 1999

AT 10 O'CLOCK A.M. P.M.
GRACE HERB
REGISTER OF DEEDS

Recording Area

Name and Return Address
Mr. Jack Hintz & Mr. Dick Jenneman
Jack & Dick's Service Center
1818-N. Locust Street
Appleton, WI 54914 *pd 14.00*

STATE OF WISCONSIN)
COUNTY OF OUTAGAMIE) ss

Parcel Identification Number (PIN)

WHEREAS, Mr. Jack W. Hintz and Mr. Richard Jenneman, d/b/a/ Jack and Dick's Service, a partnership, are the owners of the above-described property.

WHEREAS, one or more petroleum discharges have occurred at this property. Petroleum contaminated groundwater above NR 140 groundwater quality enforcement standards exists on this property at the following location(s): 150 micrograms per liter (ug/l) of benzene at recovery sump one (RS-1) and 76 ug/l of benzene at RS-2. The location of monitoring wells, borings, and recovery sumps are provided on Exhibit 1 attached and made part of this restriction.

WHEREAS, it is the desire and intention of the property owner to impose on the property restrictions which will make it unnecessary to conduct additional soil or groundwater remediation activities on the property at the present time.

WHEREAS, natural attenuation has been approved by the Department of Natural Resources to remediate groundwater exceeding ch. NR 140 groundwater standards within the boundaries of this property.

WHEREAS, construction of wells where the water quality exceeds the drinking water standards in ch. NR 809 is restricted by ch. NR 811 and ch. NR 812. Special well construction standards or water treatment requirements, or both, or well construction prohibitions may apply.

NOW THEREFORE, the owner hereby declares that all of the property described above is held and shall be held, conveyed or encumbered, leased, rented, used, occupied and improved subject to the following limitation and restrictions:

Anyone who proposes to construct or reconstruct a well on this property is required to contact the Department of Natural Resources' Bureau of Drinking Water and Groundwater, or its successor agency, to determine what specific prohibitions or requirements are applicable, prior to constructing or reconstructing a well on this property. No well may be constructed or reconstructed on this property unless applicable requirements are met.

This restriction is hereby declared to be a covenant running with the land and shall be fully binding upon all persons acquiring the above-described property whether by descent, devise, purchase or otherwise. This restriction benefits and is enforceable by, the Wisconsin Department of Natural Resources, its successors and assigns. The Department, its successors or assigns, may initiate proceedings at law or in equity against any person or persons who violate or are proposing to violate this covenant, to prevent the proposed violation or to recover damages for such violation.

Any person who is or becomes owner of the property described above may request that the Wisconsin Department of Natural Resources or its successor issue a determination that the restrictions set forth in this covenant are no longer required. Upon receipt of such a request, the Wisconsin Department of Natural Resources shall determine whether or not the restrictions contained herein can be extinguished. If the Department determines that the restrictions can be extinguished, an affidavit, with a copy of the Department's written determination, may be recorded to give notice that this groundwater use restriction is no longer binding.

IN WITNESS WHEREOF, the owner of the property has executed this Declaration of Restrictions, this 1st day of JULY, 1999.

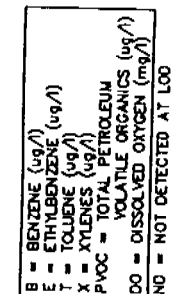
Signature: Jack V. Hing
 Printed Name: Jack V. Hing
 Title: Partner

Signature: Richard W. Tranter
 Printed Name: Richard W. Tranter
 Title: Partner

Subscribed and sworn to before me
 this 1st day of JULY, 1999.
John C. Weathers
 Notary Public, State of WISCONSIN
 My commission is permanent

Subscribed and sworn to before me
 this 1st day of JULY, 1999.
John C. Weathers
 Notary Public, State of WISCONSIN
 My commission is permanent

This document was drafted by the Wisconsin Department of Natural Resources.



ESTIMATED EXTENT
OF PETROLEUM
CONTAMINATION IN
GROUND WATER
(9/10/95)

NOTE: ALL UNDERGROUND UTILITY LOCATIONS SHOWN HEREON ARE BASED ON FIELD SURVEY, RECORD MAPS OR DIGGER'S HOTLINE MARKINGS. PROPERTY LINE INFORMATION SHOWN WAS TAKEN FROM EXISTING RECORDS. THE EXACT LOCATION OF ALL UTILITIES AND PROPERTY LINES MUST BE FIELD VERIFIED PRIOR TO BEGINNING ANY CONSTRUCTION.

LEGEND

OE OVERHEAD ELECTRIC
OT OVERHEAD TELEPHONE

DE
DT
G
PP
LP
MH
CB
CMF
RCF

U	GAS
PP	POWER POLE
LP	LIGHT POLE
WH	MANHOLE
CB	CATCH BASIN
CM	CORRUGATED METAL PIPE
CR	REINFORCED CONCRETE PIPE
WV	WATER VALVE
GV	GAS VALVE
GW	GROUND WATER MONITORING
SB	SOIL BORING, TYP.
AW	GROUND WATER RECOVERY SYSTEM
Q	PVC RISER, TYP.

BENCH MARKS

BM1 ARROW ON FIRE HYDRANT AT
NW CORNER OF PARKWAY BLVD.
AND LOCUST ST., ELEV. = 815.90

BM2 ARROW ON FIRE HYDRANT AT
NW CORNER OF TAYLOR STREET
AND LOCUST ST., ELEV. = 819.69

11" x 17" sheet
reduced from
11" x 17" sheet

MILLER
ENGINEERS
SCIENTISTS

5306 South Twelfth Street
Shelbygan, Wisconsin 53087
414-438-6184

U. S. PETROLEUM COMPANY
JACK AND DICK'S
APPLETON, WISCONSIN

SCALE	DATE	BY	HEET
1"=30'	1-21-98	SAB	
FOR	JOB	OR	
OR	1230-4500	SAB	

612950

VOL 780 PAGE 89

THIS INDENTURE, Made this 28th day of May, A. D. 1968,
between Jack W. Hintz and Nancy L. Hintz, husband
and wife as joint tenants

part.ies of the first part, and
Richard Jenneman and Jack Hintz, d/b/a Jack
and Dick's Service, a partnership

part.ies of the second part,
Witnesseth, That the said part.ies of the first part, for and in consideration
of the sum of One Dollar (\$1.00) and other good
and valuable consideration

to them in hand paid by the said part.ies of the second part, the receipt
whereof is hereby confessed and acknowledged, have given, granted, bargained, sold, remised, released, aliened,
conveyed and confirmed, and by these presents do give, grant, bargain, sell, remise, release, alien, convey, and
confirm unto the said part.ies of the second part, their heirs and assigns forever, the following
described real estate, situated in the County of Outagamie and State of Wisconsin, to-wit:

The South 85 feet of the West 241.6 feet
of Lot Two (2), Block One (1), ACHESON
PLAT, City of Appleton, Wisconsin.

(IF NECESSARY, CONTINUE DESCRIPTION ON REVERSE SIDE)

Together with all and singular the hereditaments and appurtenances thereunto belonging or in any wise
appertaining; and all the estate, right, title, interest, claim or demand whatsoever, of the said part.ies of the
first part, either in law or equity, either in possession or expectancy of, in and to the above bargained premises, and
their hereditaments and appurtenances.

To Have and to Hold the said premises as above described with the hereditaments and appurtenances, unto
the said part.ies of the second part, and to their heirs and assigns FOREVER.

And the said Jack W. Hintz and Nancy L. Hintz, husband and wife
as joint tenants
for themselves, their heirs, executors and administrators, do covenant, grant, bargain, and
agree to and with the said part.ies of the second part, their heirs and assigns, that at the time of the
ensealing and delivery of these presents, they are well seized of the premises above described, as of a
good, sure, perfect, absolute and indefeasible estate of inheritance in the law, in fee simple, and that the same are
free and clear from all incumbrances whatever, except covenants, easements and
restrictions of record

and that the above bargained premises in the quiet and peaceable possession of the said part.ies of the second
part, their heirs and assigns, against all and every person or persons lawfully claiming the whole or any part
thereof, they will forever WARRANT AND DEFEND.

In Witness Whereof, the said part.ies of the first part have hereunto set their hand.S. and
seal.S. this 28th day of May, A. D., 1968.

SIGNED AND SEALED IN PRESENCE OF

Gordon Myse
Gordon Myse
Dianne Meyer
Dianne Meyer

Jack W. Hintz (SEAL)

Nancy L. Hintz (SEAL)

Nancy L. Hintz (SEAL)

(SEAL)

(SEAL)

State of Wisconsin, }
Outagamie County, } Personally came before me, this 28th day of May, A. D., 1968,
the above named Jack W. Hintz and Nancy L. Hintz
to me known to be the person.S who executed the foregoing instrument and acknowledged the same.

THIS INSTRUMENT WAS DRAFTED BY
Herrling, Lathrop & Myse
Attorney at Law
319 North Appleton Street
Appleton, Wisconsin 54911

NOTARY
SEAL

Gordon Myse
Notary Public, Outagamie County, Wis.

My commission expires (is) permanent.

(Section 39.51 (1) of the Wisconsin Statutes provides that all instruments to be recorded shall have plainly printed or typewritten thereon
the names of the grantors, grantees, witnesses and notary. Section 39.513 similarly requires that the name of the person who, or govern-
mental agency which, drafted such instrument, shall be printed, typewritten, stamped or written thereon in a legible manner.)

STATE OF WISCONSIN
FORM No. 1

Wisconsin Local Blank Company
Milwaukee, Wis. (Job #1346)

WARRANTY DEED

STATE OF WISCONSIN—FORM 1

THIS SPACE RESERVED FOR RECORDING DATA

REGISTER'S OFFICE
OUTAGAMIE COUNTY, WIS.

Received for Record the 3
day of June A.D. 1968
9 o'clock A.M. and Recorded in
Vol. 780 of Records on page 89

SP Peters
ML REGISTER

RETURN TO

First National Bank
Appleton, Wis.

pd
2.00

847-313

This Indenture, Made this 14th day of December, A.D., 1970,
between McClone Construction and Supply Company, Inc.

a Corporation duly organized and existing under and by virtue of the laws of the State of Wisconsin,
located at Menasha, Wisconsin, party of the first part, and

Richard Jenneman and Jack W. Hintz d/b/a Jack & Dick's Service,
a partnership.

parties of the second part.

Witnesseth, That the said party of the first part, for and in consideration of the sum of

One Dollar and other good and valuable considerations

to it paid by the said parties of the second part, the receipt whereof is hereby confessed and acknowl-
edged, has given, granted, bargained, sold, remised, released, aliened, conveyed and confirmed, and by
these presents does give, grant, bargain, sell, remise, release, alien, convey and confirm unto the said
parties of the second part, their heirs and assigns forever, the following described real estate,
situated in the County of Outagamie and State of Wisconsin, to-wit:

The North 20 feet of Lot Two (2), Block Nine (9), HALL-HEENAN PLAT,
City of Appleton, Outagamie County, Wisconsin.

Parties of the second part agree that prior to July 1, 1971, they will
erect a six foot "no see through fence" of wood construction on the South
lot line of the above described premises beginning at a point forty-five
feet East of the sidewalk on Locust Street and running the balance of the
South lot line eastward. They further agree to keep said fence in good
repair so long as the owner of said Lot 2 desires said fence to be
maintained. Party of the 1st part further hereby grants to the parties
of the second part an easement of ingress and egress from the above
described property to Parkway Blvd., over the West side of the balance
of said Lot 2 during the time of construction work on that portion of
North Locust Street adjoining the property of the parties of the second
part at which time said construction closes Locust Street to traffic.
Said easement is to apply only during such period of time as the above
described portion of Locust Street is closed to traffic because of said
construction.

Together with all and singular the hereditaments and appurtenances thereunto belonging or in anywise
appertaining; and all the estate, right, title, interest, claim or demand whatsoever, of the said party of the
first part, either in law or equity, either in possession or expectancy of, in and to the above bargained
premises, and their hereditaments and appurtenances.

To have and to hold the said premises as above described with the hereditaments and appurtenances, unto
the said parties of the second part, and to their heirs and assigns FOREVER.

And the said McClone Construction and Supply Company, Inc.

party of the first part, for itself and its successors, does covenant, grant, bargain and agree to and with the
said parties of the second part, their heirs and assigns, that at the time of the ensembling and
delivery of these presents it is well seized of the premises above described, as of a good, sure, perfect,
absolute and indefeasible estate of inheritance in the law, in fee simple, and that the same are free and clear
from all incumbrances whatever, except any easements and restrictions of
record

and that the above bargained premises in the quiet and peaceable possession of the said parties of the
second part, their heirs and assigns, against all and every person or persons lawfully claiming the
whole or any part thereof, it will forever WARRANT and DEFEND.

In Witness Whereof, the said McClone Construction and Supply Company, Inc.
party of the first part, has caused these presents to be signed by Raymond A. McClone
its President, and countersigned by Robert J. Lueck, its Secretary,
at Menasha, Wisconsin, and its corporate seal to be hereunto affixed, this 14th
day of December, A.D., 1970.

Signed and Sealed in Presence of

McClone Construction & Supply Co., Inc.

Patrick F. Coughlin

Patrick F. Coughlin

Roberta Frankow

Roberta Frankow

Raymond A. McClone

Raymond A. McClone

Countersigned:

Robert J. Lueck

Robert J. Lueck

TRANSFER

\$ 450
FEE

VOL 864 PLAT 357

This Indenture, Made this 26th day of July, A. D., 1971
between McClone Construction and Supply Company, Inc.

a Corporation duly organized and existing under and by virtue of the laws of the State of Wisconsin,
located at Menasha, Wisconsin, party of the first part, and

Richard Jenneman and Jack W. Hintz d/b/a Jack & Dick's Service.

Witnesseth, That the said party of the first part, for and in consideration of the sum of
One Dollar (\$1.00) and other good and valuable consideration

to it paid by the said parties of the second part, the receipt whereof is hereby confessed and acknowl-
edged, has given, granted, bargained, sold, remised, released, aliened, conveyed and confirmed, and by
these presents does give, grant, bargain, sell, remise, release, alien, convey and confirm unto the said
parties of the second part, their heirs and assigns forever, the following described real estate,
situated in the County of Outagamie and State of Wisconsin, to-wit:

The South 20 feet, front and rear, of the North 40 feet, front and rear, of
Lot Two (2), Block Nine (9) HALL-HEENAN PLAT, City of Appleton.
Parties of the second part agree that prior to July 1, 1971, they will erect
a six foot "no see through fence" of wood construction on the South lot line
of the above described premises beginning at a point forty-five feet East
of the sidewalk on Locust Street and running the balance of the South lot
line eastward. They further agree to keep said fence in good repair so long
as the owner of said Lot 2 desires said fence to be maintained. It is
the intention of the parties that the requirement to build a fence shall
apply to the property described herein and the North 20 feet of Lot 2 Block
9 HALL-HEENAN PLAT, City of Appleton, Outagamie County, Wisconsin,
is hereby released from any reference to said fence.
The parties further agree that the easement of ingress and egress granted
to the parties of the second part in that certain deed recorded on
December 22, 1970 in Volume 847 of Records on Page 313 is still in effect
and shall apply to the property herein conveyed.

Together with all and singular the hereditaments and appurtenances thereunto belonging or in anywise
appertaining; and all the estate, right, title, interest, claim or demand whatsoever, of the said party of the
first part, either in law or equity, either in possession or expectancy of, in and to the above bargained
premises, and their hereditaments and appurtenances.

To have and to hold the said premises as above described with the hereditaments and appurtenances, unto
the said parties of the second part, and to themselves, their heirs and assigns FOREVER.
And the said McClone Construction and Supply Company, Inc.
party of the first part, for itself and its successors, does covenant, grant, bargain and agree to and with the
said parties of the second part, their heirs and assigns, that at the time of the enrolling and
delivery of these presents it is well seized of the premises above described, as of a good, sure, perfect,
absolute and indefeasible estate of inheritance in the law, in fee simple, and that the same are free and clear
from all incumbrances whatever, except any easements and restrictions of record

and that the above bargained premises in the quiet and peaceable possession of the said parties of the
second part, their heirs and assigns, against all and every person or persons lawfully claiming the
whole or any part thereof, it will forever WARRANT and DEFEND.

In Witness Whereof, the said McClone Construction and Supply Company, Inc.
party of the first part, has caused these presents to be signed by Raymond A. McClone
its President, and countersigned by Robert J. Lueck, its Secretary,
at Menasha, Wisconsin, and its corporate seal to be hereunto affixed, this
day of July, A. D., 1971.

Signed and Sealed in Presence of

Phyllis J. McClone
Phyllis J. McClone

Ray Abel
Ray Abel

McCLONE CONSTRUCTION & SUPPLY CO.
INC.

Raymond A. McClone
Raymond A. McClone

Countersigned:

Robert J. Lueck
Robert J. Lueck

TRANSFER

\$ 4.50
FEE

688633

BY THIS DEED, McCLONE CONSTRUCTION AND SUPPLY
COMPANY, INC., a Wisconsin corporation

quit-claims to RICHARD JENNEMAN and JACK W. HINTZ,
d/b/a Jack & Dick's Service

Grantee S., for a valuable consideration One (\$1.00) Dollar and
other good and valuable consideration
 the following described real estate in Outagamie County, State of Wisconsin:

The South Twenty (20) feet, front and rear,
 of the North 40 feet, front and rear, of Lot
 Two (2), Block Nine (9), HALL-HEENAN PLAT,
 City of Appleton.

This Deed is given for the specific purpose of
 releasing the parties of the second part from the obligation to construct
 a six foot "no see through fence" on the south lot line of the above
 described premises as required by the original deed between the parties
 hereto dated July 26, 1971, recorded in Vol. 864 of Records, page 537
 on July 30, 1971.

FEE

3
EXEMPT

STATE BAR OF WISCONSIN FORM J
 QUIT CLAIM DEED
 THIS SPACE RESERVED FOR RECORDING DATA

REGISTER'S OFFICE
 OUTAGAMIE COUNTY, WIS.

Received for Record the 9
 day of October A.D. 1974
9 o'clock A.M. and Recorded in
 Vol. 963 of Records on page 202
D. P. Reeters aw
 REGISTER

RETURN TO

Herrling, Hamilton &
Swain, Attorneys

Tax Key #

This is homestead property.

Executed at Appleton, Wisconsin this 7th day of October, 1974.

SIGNED AND SEALED IN PRESENCE OF

McCLONE CONSTRUCTION AND SUPPLY COMPANY, INC

BY: _____ (SEAL)

Raymond A. McClone
Raymond A. McClone President

Robert J. Lueck
Robert J. Lueck Secretary

(SEAL)

(SEAL)

(SEAL)

Richard L. Hamilton

Kathleen Van Grinsven

Signatures of _____

authenticated this _____ day of _____, 19____.

Title: Member State Bar of Wisconsin or Other Party
 Authorized under Sec. 706.06 viz. _____

STATE OF WISCONSIN

OUTAGAMIE

County, } ss.

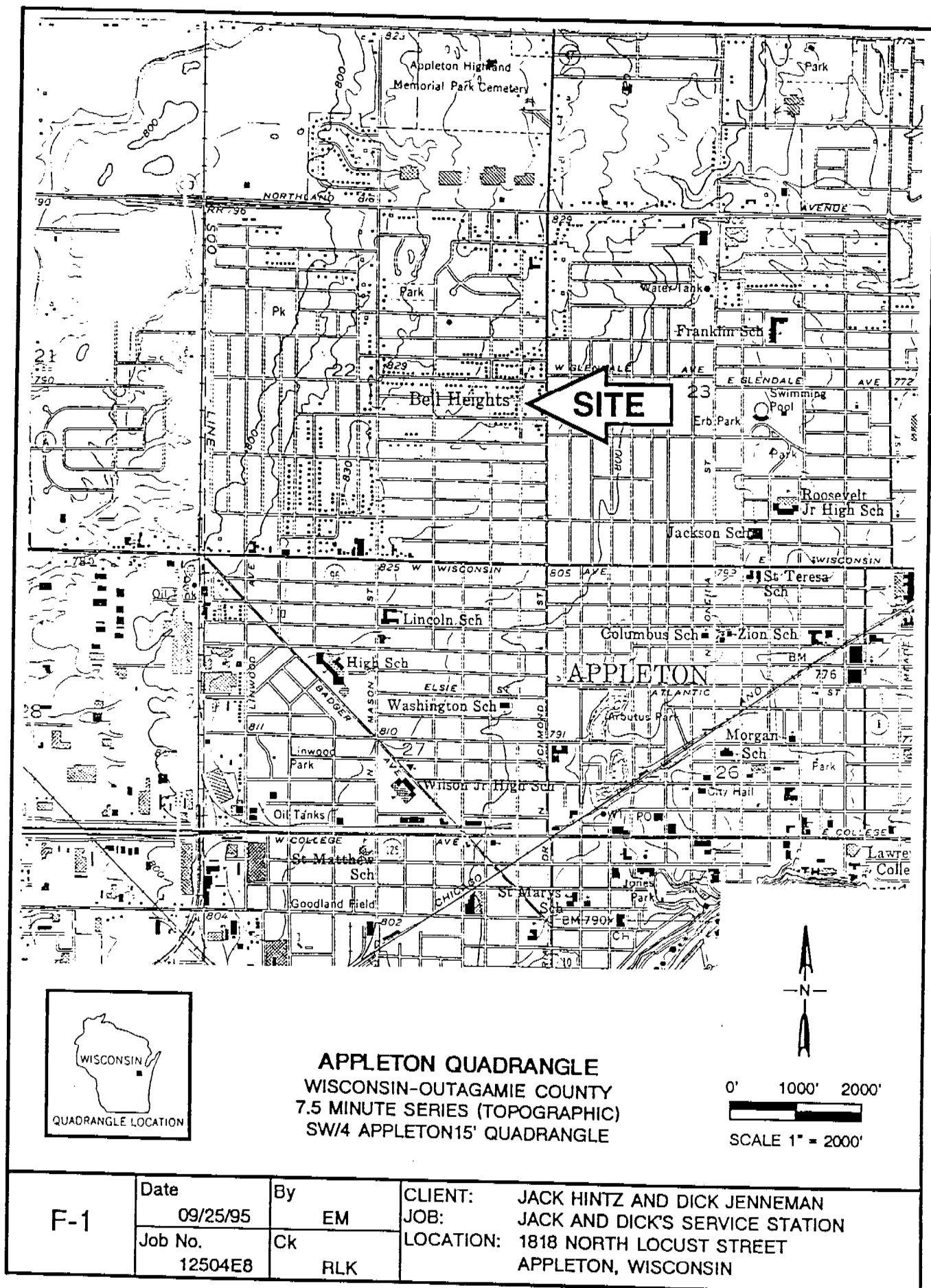
Personally came before me, this 7th day of October, 1974,
 the above named Raymond A. McClone and Robert J. Lueck, President and Secretary,
respectively, of McClone Construction and Supply Company, Inc.
 to me known to be the person S. who executed the foregoing instrument and acknowledged the same.

This instrument was drafted by
Richard L. Hamilton
319 N. Appleton Street
Appleton, Wisconsin 54911

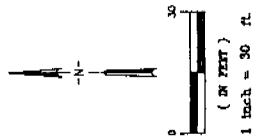
The use of witnesses is optional.

My Commission XXXXXX (Is) permanent

Names of persons signing in any capacity should be typed or printed below their signatures.



- LEGEND**
- OE OVERHEAD ELECTRIC
 OT OVERHEAD TELEPHONE
 G GAS
 PP POWER POLE
 LP LIGHT POLE
 MH MANHOLE
 CB CATCH BASIN
 CMP CORRUGATED METAL PIPE
 RCP REINFORCED CONCRETE PIPE
 WV WATER VALVE
 GV GAS VALVE
 MW MONITORING WELL, TYP.
 SOIL BORING, TYP.
 GROUND WATER RECOVERY SUMP, TYP.
 PVC RISER, TYP.
- BENCH MARKS**
- BM1 ARROW ON FIRE HYDRANT AT
 NW CORNER OF PARKWAY BLVD.
 AND LOCUST ST., ELEV. = 815.90
- BM2 ARROW ON FIRE HYDRANT AT
 NW CORNER OF TAYLOR STREET
 AND LOCUST ST., ELEV. = 819.69



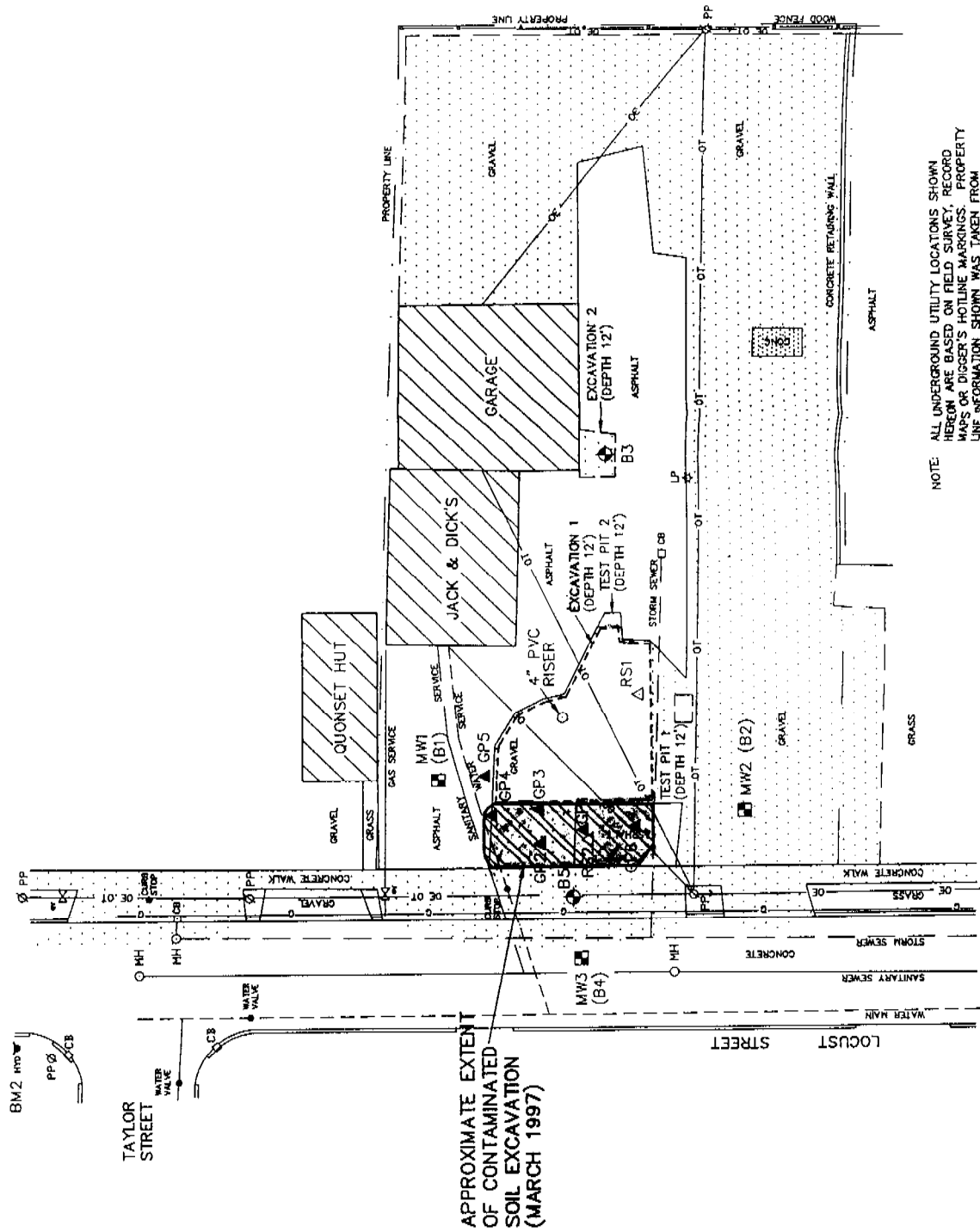
**FIGURE 2: APPROXIMATE
 EXTENT OF CONTAMINATED
 SOIL EXCAVATION**

**MILLER
 ENGINEERS
 SCIENTISTS**

5308 South Twelfth Street
 Shakopee, Wisconsin 55081
 414-438-6164

U. S. PETROLEUM COMPANY
 JACK AND DICK'S
 APPLETON, WISCONSIN

DATE	BY	CHK
4-22-97	DLJ	SAF
JOB 12504EEA		
SCALE 1"=30'		
NO.		F-2

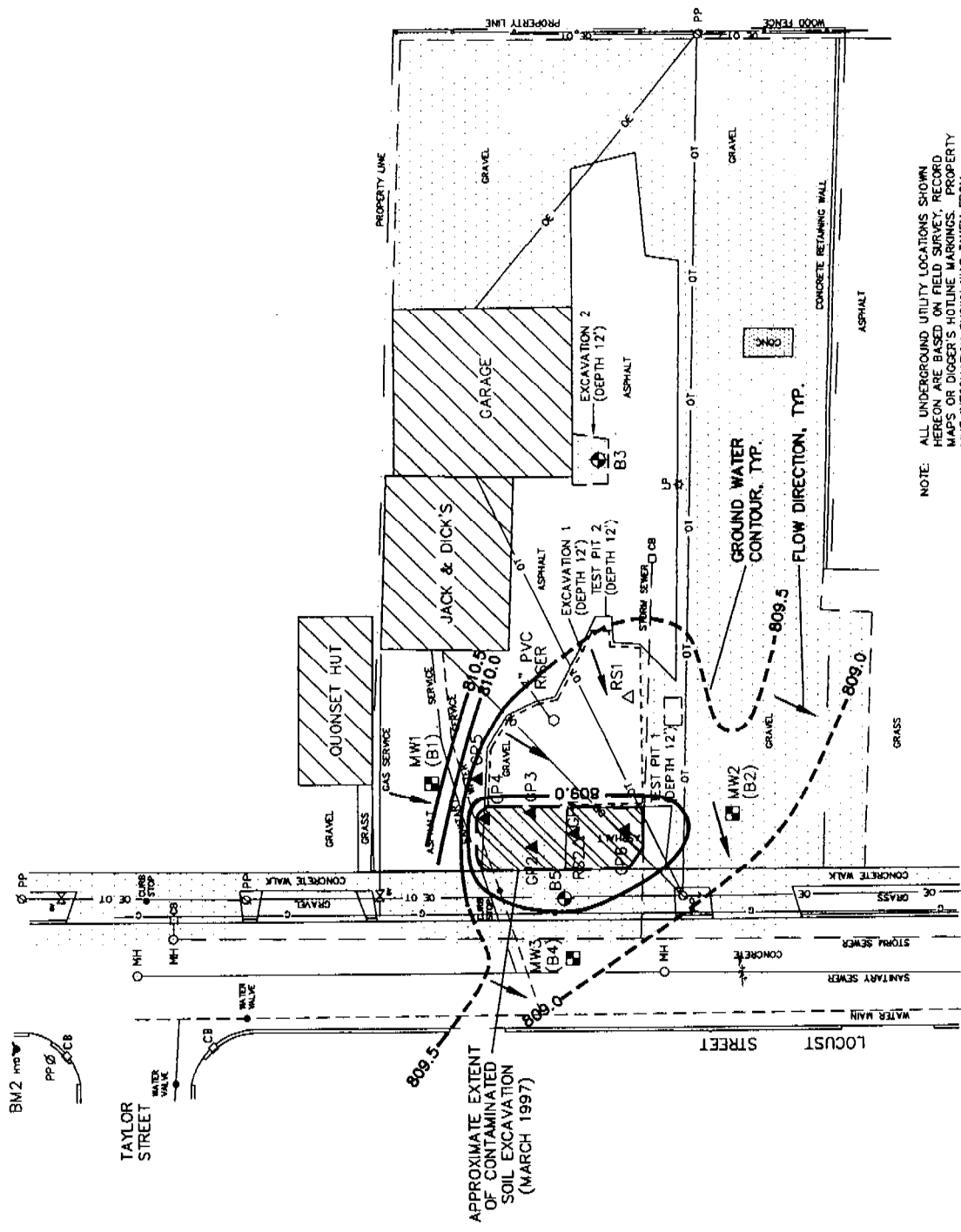
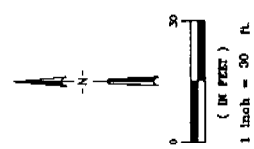


NOTE: ALL UNDERGROUND UTILITY LOCATIONS SHOWN
 HEREON ARE BASED ON FIELD SURVEY. RECORD
 MAPS OR DIGGER'S HOTLINE MARKINGS. PROPERTY
 LINE INFORMATION SHOWN WAS TAKEN FROM
 EXISTING RECORDS. THE EXACT LOCATION OF ALL
 UTILITIES AND PROPERTY LINES MUST BE FIELD
 VERIFIED PRIOR TO BEGINNING ANY CONSTRUCTION.

- LEGEND**
- DE OVERHEAD ELECTRIC
 - OT OVERHEAD TELEPHONE
 - G GAS
 - PP POWER POLE
 - LP LIGHT POLE
 - MH MANHOLE
 - CB CATCH BASIN
 - CMP CORRUGATED METAL PIPE
 - RCP REINFORCED CONCRETE PIPE
 - WV WATER VALVE
 - GV GAS VALVE
 - GW GROUND WATER MONITORING WELL, TYP.
 - SB SOIL BORING, TYP.
 - SW GROUND WATER RECOVERY SUMP, TYP.
 - PR PVC RISER, TYP.

BENCH MARKS

- BM1 ARROW ON FIRE HYDRANT AT NW CORNER OF PARKWAY BLVD. AND LOCUST ST., ELEV. = 815.90
- BM2 ARROW ON FIRE HYDRANT AT NW CORNER OF TAYLOR STREET AND LOCUST ST., ELEV. = 819.69



NOTE: ALL UNDERGROUND UTILITY LOCATIONS SHOWN HEREON ARE BASED ON FIELD SURVEY, RECORD MAPS OR DIGGER'S HOTLINE MARKINGS. PROPERTY LINE INFORMATION SHOWN WAS TAKEN FROM EXISTING RECORDS. THE EXACT LOCATION OF ALL UTILITIES AND PROPERTY LINES MUST BE FIELD VERIFIED PRIOR TO BEGINNING ANY CONSTRUCTION.

FIGURE 2 - GROUND WATER CONTOUR PLAN, SEPT. 10, 1998

MILLER ENGINEERS SCIENTISTS		5308 South Twelfth Street Shawano, Wisconsin 54981 914-535-8161	
U. S. PETROLEUM COMPANY		JACK AND DICK'S APPLETON, WISCONSIN	
DATE 1-21-99	BY SAB	DATE 1-21-99	BY SAB
NO. 1-307	JOB 12504EBC	NO. 1-307	JOB 12504EBC
F-2		F-2	

LEGEND

DE OVERHEAD ELECTRIC
OT OVERHEAD TELEPHONE
G GAS
PP POWER POLE
LP LIGHT POLE
MH MANHOLE
CB CATCH BASIN
CMP CORRUGATED METAL PIPE
RCP REINFORCED CONCRETE PIPE
WV WATER VALVE
GV GAS VALVE
QV GROUND WATER MONITORING WELL, TYP.
SOL SOL BORING, TYP.
GW GROUND WATER RECOVERY SUMP, TYP.
PVC PVC RISER, TYP.

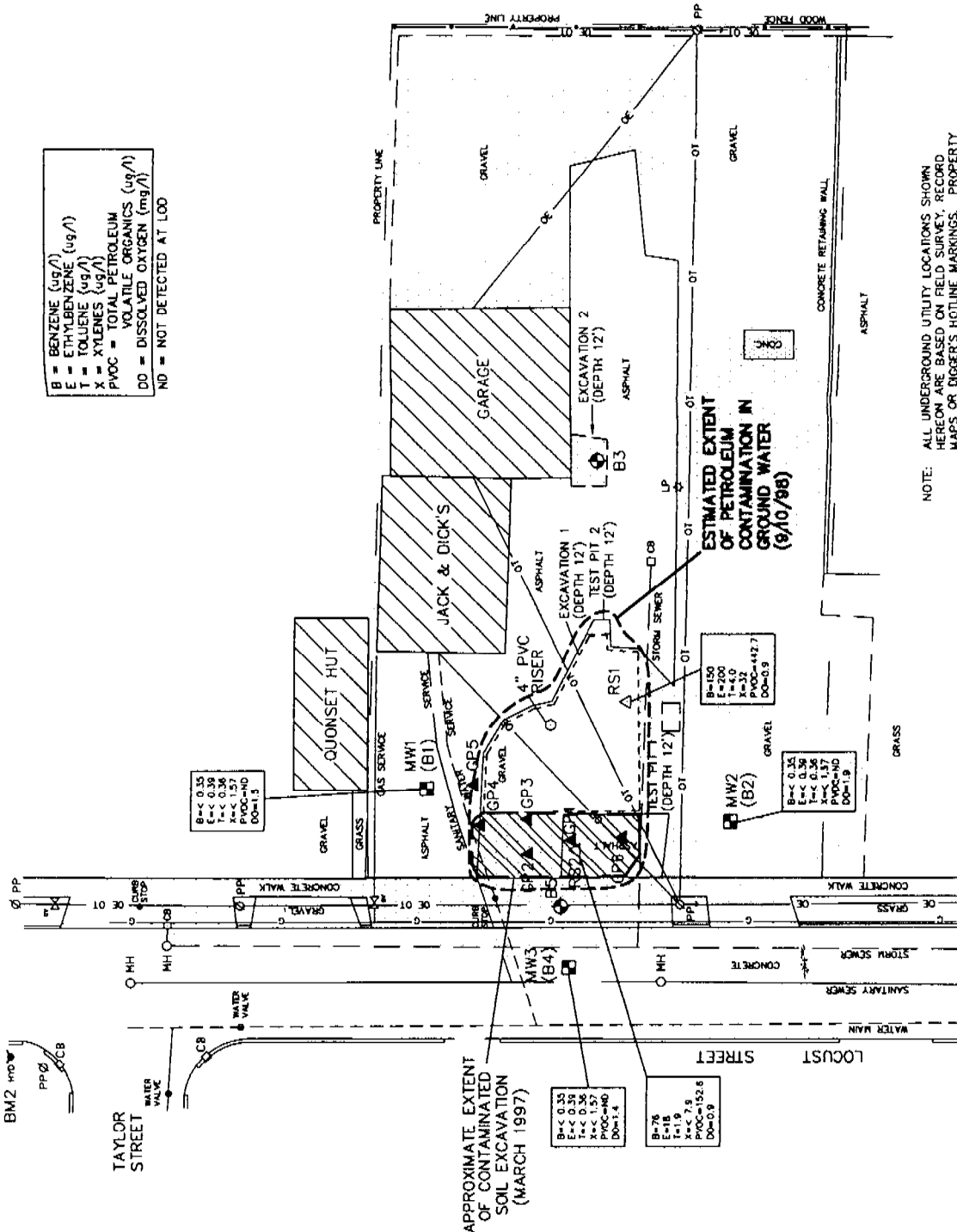
BENCH MARKS
BM1 ARROW ON FIRE HYDRANT AT
NW CORNER OF PARKWAY BLVD.
AND LOCUST ST., ELEV. = 815.90
BM2 ARROW ON FIRE HYDRANT AT
NW CORNER OF TAYLOR STREET
AND LOCUST ST., ELEV. = 819.69

LEGEND

BM1 ARROW ON FIRE HYDRANT AT
NW CORNER OF PARKWAY BLVD.
AND LOCUST ST., ELEV. = 815.90
BM2 ARROW ON FIRE HYDRANT AT
NW CORNER OF TAYLOR STREET
AND LOCUST ST., ELEV. = 819.69

BM1 ARROW ON FIRE HYDRANT AT
NW CORNER OF PARKWAY BLVD.
AND LOCUST ST., ELEV. = 815.90
BM2 ARROW ON FIRE HYDRANT AT
NW CORNER OF TAYLOR STREET
AND LOCUST ST., ELEV. = 819.69

B = BENZENE (ug/l)
E = ETHYLENE (ug/l)
T = TOLUENE (ug/l)
X = XYLENES (ug/l)
PVO = TOTAL PETROLEUM
VOLATILE ORGANICS (ug/l)
DO = DISSOLVED OXYGEN (mg/l)
ND = NOT DETECTED AT LOO



ESTIMATED EXTENT
OF PETROLEUM
CONTAMINATION IN
GROUND WATER
(9/10/98)

APPROXIMATE EXTENT
OF CONTAMINATED
SOIL EXCAVATION
(MARCH 1997)

NOTE: ALL UNDERGROUND UTILITY LOCATIONS SHOWN
HEREON ARE BASED ON FIELD SURVEY, RECORD
MAPS OR DIGGER'S HOTLINE MARKINGS. PROPERTY
LINE INFORMATION SHOWN WAS TAKEN FROM
EXISTING RECORDS. THE EXACT LOCATION OF ALL
UTILITIES AND PROPERTY LINES MUST BE FIELD
VERIFIED PRIOR TO BEGINNING ANY CONSTRUCTION.

EXHIBIT 1- GROUND WATER PVOC
CONTAMINANT DISTRIBUTION MAP
SEPT. 10, 1998

MILLER
ENGINEERS
SCIENTISTS

5306 South Twelfth Street
Shelbyville, Wisconsin 53081
414-436-8184

U. S. PETROLEUM COMPANY
JACK AND DICK'S
APPLETON, WISCONSIN

SCALE	DATE	BY	SUB	SHEET
1"=30'	1-21-98	BT	SAB	OF
1"=30'	1-21-98	BT	SAB	OF
1"=30'	1-21-98	BT	SAB	OF

TABLE 2
Historic Ground Water Analytic Test Results

Jack and Dick's Service Station
Appleton, Wisconsin
Project #12504E

MW1—Upgradient																
Date	Benzene (ug/L)	Ethyl- benzene (ug/L)	Toluene (ug/L)	Xylenes (ug/L)	Total pVOC (ug/L)	Total VOC (ug/L)	D.O. (mg/L)	Eh (mV)	pH (s.u.)	Temp. (°F)	Conduct. (umhos/cm3)	Sulfate (mg/L)	Nitrate/ Nitrite (mg/L)	Dis. Fe (mg/L)	Dis. Mn (ug/L)	Alkalinity (mg/L)
11/09/92	ND	ND	ND	ND	ND	2.4	•	•	7.04	58	770	•	•	•	•	•
03/18/94	ND	ND	ND	ND	ND	3.8	•	•	6.79	42	3,560	•	•	•	•	•
06/06/94	ND	ND	ND	ND	ND	2.9	•	•	6.53	56	790	•	•	•	•	•
09/29/94	ND	ND	ND	ND	ND	4.2	•	•	7.03	60	830	•	•	•	•	•
12/28/94	ND	ND	ND	ND	ND	3.3	•	•	7.39	50	940	•	•	•	•	•
05/24/95	ND	ND	ND	ND	ND	3.6	•	•	7.51	49	1,250	•	•	•	•	•
08/29/95	ND	ND	ND	ND	ND	•	•	•	7.75	64	730	•	•	•	•	•
11/20/95	ND	ND	ND	ND	ND	•	•	•	6.99	52	800	•	•	•	•	•
02/08/96	ND	ND	ND	ND	ND	•	•	•	6.77	42	740	•	•	•	•	•
03/28/97	ND	ND	ND	ND	0.53	•	•	•	6.84	40	2,750	•	•	•	•	•
06/17/97	ND	ND	ND	ND	0.35	•	•	•	7.16	46	760	•	•	•	•	•
03/23/98	<0.35	<0.39	<0.36	<1.57	ND	•	2.0	369	7.28	36	920	33	2.1	0.0014†	<0.18	700
06/15/98	<0.35	<0.39	<0.36	<1.57	ND	•	•	•	7.21	46	910	24	•	0.0015†	1.0	610
09/10/98	<0.35	<0.39	<0.36	<1.57	ND	•	1.5	224	7.49	55	850	33	•	0.016	22	360

MW2—Side, Downgradient																
Date	Benzene (ug/L)	Ethyl- benzene (ug/L)	Toluene (ug/L)	Xylenes (ug/L)	Total pVOC (ug/L)	Total VOC (ug/L)	D.O. (mg/L)	Eh (mV)	pH (s.u.)	Temp. (°C)	Conduct. (umhos/cm3)	Sulfate (mg/L)	Nitrate/ Nitrite (mg/L)	Dis. Fe (mg/L)	Dis. Mn (ug/L)	Alkalinity (mg/L)
11/09/92	ND	ND	2.0	1.8	4.9	6.2	•	•	6.87	54	1,320	•	•	•	•	•
03/18/94	ND	ND	ND	ND	ND	ND	•	•	6.34	40	4,780	•	•	•	•	•
06/06/94	ND	ND	ND	ND	ND	29	•	•	6.70	58	1,520	•	•	•	•	•
09/29/94	ND	ND	ND	ND	ND	36	•	•	6.99	60	1,420	•	•	•	•	•
12/28/94	ND	ND	ND	ND	ND	35	•	•	7.30	46	1,620	•	•	•	•	•
05/24/95	ND	ND	ND	ND	0.45	95.45	•	•	7.32	50	1,420	•	•	•	•	•
08/29/95	ND	ND	ND	ND	ND	•	•	•	7.30	62	1,500	•	•	•	•	•
11/20/95	ND	ND	ND	ND	ND	•	•	•	6.91	50	1,640	•	•	•	•	•
02/08/96	ND	ND	ND	ND	ND	•	•	•	6.67	42	1,370	•	•	•	•	•
03/28/97	ND	ND	ND	ND	0.22	•	•	•	6.74	40	4,900	•	•	•	•	•
06/17/97	ND	ND	ND	ND	ND	•	•	•	6.91	45	1,440	•	•	•	•	•
03/23/98	<0.35	<0.39	<0.36	<1.57	ND	•	2.9	409	7.22	36	1,670	•	•	•	•	•
06/15/98	<0.35	<0.39	<0.36	<1.57	ND	•	•	•	7.12	46	1,740	100	•	<0.0010	0.43†	1,300
09/10/98	<0.35	<0.39	<0.36	<1.57	ND	•	1.9	216	7.08	55	1,710	200	•	0.030	19	510

ND = Not Detected
• = Not Tested

Bold Type = Exceeds NR 140 Enforcement Standard
Underline Type = Exceeds NR 140 Preventive Action Limit
† = Detected below Limit of Quantitation, quantity less certain

pVOC = Petroleum Volatile Organic Compounds (EPA Method 8021)
VOC = Volatile Organic Compounds (EPA Method 8021)
D.O. = Dissolved Oxygen

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= ES Exceedance
= PAL Exceedance

* See Addendum 1 Attached for other VOC detections.

PAL = 0.5
ES = 5
700
620
686
343

TABLE 2 (Continued)
Historic Ground Water Analytic Test Results

Jack and Dick's Service Station
Appleton, Wisconsin
Project #12504E

MW3—Downgradient

Date	Benzene (ug/L)	Ethyl- benzene (ug/L)	Toluene (ug/L)	Xylenes (ug/L)	Total pVOC (ug/L)	Total VOC (ug/L)	D.O. (mg/L)	Eh (mV)	pH (s.u.)	Temp. (°F)	Conduct. (umhos/cm3)	Sulfate (mg/L)	Nitrate/ Nitrite (mg/L)	Dis. Fe (mg/L)	Dis. Mn (ug/L)	Alkalinity (mg/L)
11/09/92	ND	ND	ND	ND	ND	ND	.	.	6.73	56	1,030	.	.	.	.	.
03/18/94	ND	ND	ND	ND	ND	ND	.	.	6.56	40	6,230	.	.	.	.	.
06/06/94	ND	ND	ND	ND	ND	ND	.	.	6.68	56	1,370	.	.	.	.	.
09/29/94	ND	ND	ND	ND	ND	ND	.	.	7.16	60	1,290	.	.	.	.	.
12/28/94	ND	ND	ND	ND	ND	ND	.	.	7.39	50	1,690	.	.	.	.	.
05/24/95	0.92	3.6	7.7	20.1	42.42	47.64	.	.	7.20	49	1,410	.	.	.	.	.
08/29/95	ND	ND	ND	ND	ND	ND	.	.	7.17	64	1,340	.	.	.	.	.
11/20/95	ND	ND	ND	ND	ND	ND	.	.	6.86	50	1,170	.	.	.	.	.
02/08/96	ND	ND	ND	ND	ND	ND	.	.	6.68	42	1,660	.	.	.	.	.
03/28/97	ND	ND	ND	ND	ND	ND	.	.	6.74	40	5,820	.	.	.	.	.
06/17/97	ND	ND	ND	ND	ND	ND	.	.	6.95	46	1,660	.	.	.	.	.
03/23/98	<0.35	<0.39	<0.36	<1.57	ND	.	3.2	391	7.29	36	1,390	100	0.64	0.022	<0.18	900
06/15/98	<0.35	<0.39	<0.36	<1.57	ND	.	.	.	7.13	46	1,730	44	.	0.0042	2.4	830
09/10/98	<0.35	<0.39	<0.36	<1.57	ND	.	1.4	80	7.25	55	1,700	100	.	0.020	21	450

RS1—Source

Date	Benzene (ug/L)	Ethyl- benzene (ug/L)	Toluene (ug/L)	Xylenes (ug/L)	Total pVOC (ug/L)	Total VOC (ug/L)	D.O. (mg/L)	Eh (mV)	pH (s.u.)	Temp. (°F)	Conduct. (umhos/cm3)	Sulfate (mg/L)	Nitrate/ Nitrite (mg/L)	Dis. Fe (mg/L)	Dis. Mn (ug/L)	Alkalinity (mg/L)
11/09/92	120	51	220	ND	1,791	351.9	.	.	6.79	54	3,890	.	.	.	.	.
03/18/94	220	13	ND	ND	299	111.6	.	.	6.61	40	12,060	.	.	.	.	.
06/06/94	41	16	ND	8	94.4	106.9	.	.	6.35	56	3,350	.	.	.	.	.
09/29/94	33	1.8	ND	ND	77.7	83.8	.	.	6.77	60	3,060	.	.	.	.	.
12/28/94	4.1	ND	ND	ND	61.1	61.46	.	.	7.17	47	2,780	.	.	.	.	.
05/24/95	16.8	12.8	0.85	7.67	47.44	.	.	.	7.25	50	3,160	.	.	.	.	.
08/29/95	35	32	1.7	12	102.2	.	.	.	8.18	62	2,550	.	.	.	.	.
11/20/95	1	ND	ND	ND	8.5	.	.	.	7.01	50	3,010	.	.	.	.	.
02/08/96	15	3.6	ND	5	30.7	.	.	.	6.87	38	6,190	.	.	.	.	.
03/28/97	22	1.1	ND	2.5	31.4	.	.	.	6.45	40	15,050	.	.	.	.	.
06/17/97	34	42	ND	29	124.69	.	.	.	6.96	45	3,010	.	.	.	.	.
03/23/98	3.0	13	<0.36	<1.57	20.66	.	0.6	100	6.85	36	2,630	340	0.44	1.7	120	1,200
06/15/98	15	83	<3.6	39	22.5	.	.	.	7.17	46	2,020	180	.	3.1	210	1,100
09/10/98	150	200	4.01	32	442.7	.	0.9	190	7.22	55	2,310	230	.	2.2	130	480
	0.5	140	68.6	124												
	5	700	343	620												

ND = Not Detected
* = Not Tested
Bold Type = Exceeds NR 140 Enforcement Standard
Underline Type = Exceeds NR 140 Preventive Action Limit
† Detected below Limit of Quantitation, quantity less certain
pVOC = Petroleum Volatile Organic Compounds (EPA Method 8021)
VOC = Volatile Organic Compounds (EPA Method 8000)
D.O. = Dissolved Oxygen

= ES Exceeds
= PAL Exceeds

* See Addendum 1 attached for other VOC detections.

TABLE 2 (Continued)
Historic Ground Water Analytic Text Results

Jack and Dick's Service Station
Appleton, Wisconsin
Project #12504E

RS2—Source																
Date	Benzene (ug/L)	Ethyl- benzene (ug/L)	Toluene (ug/L)	Xylenes (ug/L)	Total P/VOC (ug/L)	Total VOC (ug/L)	D.O. (mg/L)	Eh (mV)	pH (s.u.)	Temp. (°F)	Conduct. (umhos/cm3)	Sulfate (mg/L)	Nitrate/ Nitrite (mg/L)	Dis. Fe (mg/L)	Dis. Mn (ug/L)	Alkalinity (mg/L)
03/28/97	490	162	3200	1540	4,027	.	.	.	6.54	36	7,100	.	.	.	.	.
06/17/97	1304	33	91	370	784.4	.	.	.	6.73	45	3,070	.	.	.	.	.
03/23/98	230	56	3.1	4.1	336.1	.	0.2	45	6.98	36	2,550	350	0.22	0.64	490	820
06/15/98	100	19	10	44.4	213	.	.	.	7.08	46	2,620	400	.	1.0	350	860
09/10/98	76	18	1.9	<7.9	152.6	.	0.9	218	7.21	55	2,470	500	.	0.81	290	320
PAL = 0.5				140		68.6		124								
ES = 5				700		343		620								

ES = ES Exceedance
PAL = PAL Exceedance

ND = Not Detected
+ = Not Tested

Build Type = Exceeds NR 140 Enforcement Standard
Underline Type = Exceeds NR 140 Preventive Action Limit
+ = Detected below Limit of Quantitation, quantity less certain

P/VOC = Petroleum Volatile Organic Compounds (EPA Method 8010)
VOC = Volatile Organic Compounds (EPA Method 8021)
D.O. = Dissolved Oxygen

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Historical Groundwater Analytical Results Not Listed in Other Tables

Sample Name	Date	1,2-Dichloroethane 5/0.5	MTBE 60/12	1,1,1-Trichloroethane 200/40	Chloromethane 3/0.3	Naphthalene 40/8	Trichlorofluoromethane
MW-1	11-09-92	ND	ND	2.4	ND	ND	ND
MW-2	11-09-92	ND	ND	ND	1.3	ND	ND
MW-1	03-18-94	ND	ND	3.8	ND	ND	ND
MW-2	03-18-94	ND	ND	ND	ND	ND	19
RS-1	03-18-94	8.2	ND	ND	ND	ND	ND
MW-1	06-06-94	ND	ND	2.9	ND	ND	ND
MW-2	06-06-94	ND	ND	ND	ND	ND	29
MW-1	09-29-94	ND	ND	4.2	ND	ND	ND
MW-2	09-29-94	ND	ND	ND	ND	ND	36
RS-1	09-29-94	1.6	ND	ND	ND	2.6	ND
MW-1	12-28-94	ND	ND	3.3	ND	ND	ND
MW-2	12-28-94	ND	ND	ND	ND	ND	35
RS-1	12-28-94	1.4	ND	ND	ND	1.1	ND
MW-1	05-24-95	ND	ND	3.6	ND	ND	ND
MW-2	05-24-95	ND	0.45	ND	ND	ND	95
MW-3	05-24-95	ND	ND	ND	ND	0.85	ND
RS-1	05-24-95	ND	4.2	ND	ND	1.12	ND
RS-1	08-29-95	NA	8.6	NA	NA	NA	NA
RS-1	11-20-95	NA	2.3	NA	NA	NA	NA
RS-1	02-08-96	NA	1.5	NA	NA	NA	NA

NR140 ES Exceedance

NR140 PAL Exceedance